

**FIRST AMENDED
KENZIE ACADEMY STUDENT AGREEMENT**

This Kenzie Academy Student Agreement (this “Agreement”) is entered into effective as of 12/4/2018 1:39:51 PM PST, (the “Effective Date”), by and between Kenzie Academy, Inc., a Delaware corporation (“Kenzie”) and Lissett Camargo (“Student”) (Kenzie and Student are each individually referred to herein as a “Party” and collectively as the “Parties”).

Recitals:

A. Kenzie provides a User Experience Engineering Program (the “Program”) to admitted students;

B. Student has applied and has been admitted to Kenzie’s Program which is anticipated to begin on January 15, 2019 with the anticipated program end date of January 15, 2021;

C. Student desires to participate in the Program and Kenzie desires to provide the Program as set forth below;

D. The total Program lasts twenty-four (24) months in duration. Twelve months are comprised of immersive training online, for a total of forty-eight (48) weeks, and one thousand nine hundred and twenty (1,920) hours. The second twelve months are comprised of an optional unpaid apprenticeship, for a total of forty-eight (48) weeks. Program hours during immersive training run weekdays, online, Monday through Friday, from 9:00am to 3:00pm. Students are expected to do an additional ten (10) hours of work per week outside of class hours, for a total of forty (40) training hours per week. Program hours during the second twelve months of the program, comprised of apprenticeship, will vary depending on the needs of the employer.

E. In order to be eligible to graduate from Kenzie Academy’s User Experience Engineering track with the highest-level of certification, a User Experience Engineering Certificate, Student must earn the following certificates in sequence.

1. User Experience Design
2. User Experience Engineering

Additionally, a student can participate in an apprenticeship after completing twelve months of training. Once a student exits the program, they will graduate from Kenzie Academy with the highest level of certification they have earned at the time of exit.

Student must meet the following criteria to be eligible to earn each of the two certificates in the User Experience Engineering track:

1. To be eligible to earn a User Experience Design Certificate, which typically takes six months, Student must:
 - o Prove technical mastery for each program module as measured by final module project submissions, any other quizzes, tests, and homework;
 - o Complete a minimum of 80% of assigned homework;
 - o Complete and contribute to all group projects as assigned;
 - o Meet school attendance requirements.
2. To be eligible to earn a User Experience Engineering, which typically takes an additional six months, Student must:
 - o Prove technical mastery for each program module as measured by final module project submissions, and any other quizzes, tests, and homework;
 - o Complete a minimum of 80% of assigned homework;
 - o Complete and contribute to all group projects as assigned;
 - o Meet school attendance requirements.

After completing the first twelve months of training, Student can complete an optional unpaid apprenticeship for up to twelve months.

Terms of Agreement:

In consideration of the Recitals, which is incorporated herein, the covenants, promises, and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Tuition Fee. Student shall pay a tuition fee (“Tuition”) in the amount of Twenty Four Thousand Dollars (\$24,000.00) for year one of Program and Zero Dollars (\$0) for year two of Program, payable as set forth herein in exchange for the Program:
 - (i) One Hundred Dollars (\$100.00) paid on execution of this agreement to reserve Student’s seat in the program;
 - (ii) An Income Share Agreement (ISA) of Twenty-Three Thousand Nine Hundred Dollars (\$23,900.00) to cover remaining tuition obligation.
 - (iii) All payments are due through one of the following methods cash, check, or wire or bank transfer. Payment amounts by date may be modified in accordance with a Kenzie payment plan. If a credit card is used, additional fees may be applicable and same card must be put on file for recurring payments. Future payments may be required in accordance with a Kenzie Income Share Agreement.

2. Other Expenses Not Included in Tuition. Student is required to provide his or her own laptop that meets the following specifications:

- Manufacturer: Apple
- Type: Laptop
- RAM: At least 8 GB
- Processor: At least 1.4 Ghz
- HD space: At least 128 GB
- Operating system: At least OS Sierra
- MacBooks 2014 and newer

3. Term and Termination. This Agreement will be effective commencing on the Effective Date and for the duration of the Program. Either Party may terminate this Agreement immediately upon written notice to the other Party. In the event that either Party terminates this Agreement for any reason whatsoever Tuition refunds will be granted in alignment with Kenzie's Refund Policy. After signing this agreement, a student may cancel this agreement within six (6) business days and receive a full refund upon providing written notice to Kenzie. Student explicitly acknowledges and consents that in the event of termination by Student or Kenzie, for any reason whatsoever, that all Tuition not paid will remain due and payable as per the terms of this Agreement, unless otherwise mandated by the Kenzie Refund Policy. Student acknowledges and agrees that assent to the terms of this Section is a mandatory condition precedent to Kenzie's willingness to enter into this Agreement.

4. Tuition Refund. Students may be entitled to a full or partial tuition refund, as outlined in the Kenzie Refund Policy. Notwithstanding the foregoing, Kenzie Academy may grant a refund that is greater than the amounts set forth in the Refund Policy in its sole discretion. See Appendix A for Refund Policy.

5. Course Work. Student expressly acknowledges that the Program and all intellectual property related thereto including but not limited to the curriculum is the exclusive property of Kenzie. Student expressly acknowledges that all course work, including any projects performed as a student of the Program, shall be subject to the appropriate licenses. More specifically, permission is granted free of charge to any Student (and Kenzie), to deal in the software without restriction provided that the software is provided "as-is" without warranty of any kind.

6. Waiver. No waiver of any breach of any obligation hereunder shall operate as a waiver of any other breach or of a similar breach on a future occasion.

7. Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. Neither this Agreement nor any rights or obligations hereunder may be assigned by either Party

without the consent in writing of the other Party. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties hereto or their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

8. Severability. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, all other provisions of this Agreement shall not be affected and shall remain in full force and effect.

9. Notices. Any notices given by either Party to the other under this Agreement shall be sufficient if in writing and delivered personally or by certified mail (return receipt), postage prepaid, to the other Party's address appearing in the preamble to this Agreement. Either Party may change its address by a written notice sent in accordance with this Section. Notices delivered personally shall be presumed communicated as of actual receipt, and mailed notices shall be presumed communicated as of the date of mailing.

10. Entire Agreement. This Agreement constitutes (a) the binding agreement between the Parties, (b) represents the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, and (c) may not be modified or amended except in writing signed the Parties.

11. Non-Assignability. Student may not assign this Agreement without Kenzie's prior written consent.

12. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to conflicts of law principles thereof. Venue for any action or dispute shall be the State of Indiana.

13. Indemnification. Each Party agrees to defend, indemnify and hold the other and its officers, directors, agents, affiliates, distributors, and employees harmless against any loss, damage, expense, or cost, including reasonable attorneys fees (including allocated costs for in-house legal services) ("Liabilities") arising out of any claim, demand, proceeding, or lawsuit by a third party relating to this Agreement except where Liabilities result from the gross negligence or knowing and willful misconduct of the Party to be indemnified.

14. Construction. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any Party. Both Parties have had an opportunity to consult with legal counsel with respect to the terms of this Agreement and, therefore, no presumptions or rules of interpretation based upon the identity of the Party preparing or drafting the Agreement, or any part

thereof, shall be applicable or invoked. Section and subsection headings shall be used for reference only, and are not to be used in contract interpretation.

15. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery between each of the parties of at least one set of counterparts. The parties authorize each other to detach and combine original signature pages and consolidate them into a single identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement.

16. Reformation. If any of the provisions of this agreement are adjudged to be invalid or unenforceable, it is the intention of the Parties that such invalid or unenforceable provisions be reformed to the extent required to make them valid and enforceable. If any covenant contained herein, or any part thereof, is hereafter construed to be invalid or unenforceable, the same shall not affect the remaining covenants, which shall be given full effect without regard to any invalid or unenforceable portion; and any court having jurisdiction shall have the power to amend any such term; and in its amended form, such term shall then be enforceable.

[SIGNATURE LINE TO FOLLOW]

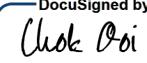
IN WITNESS WHEREOF, the Parties have executed this Agreement as of Effective Date.

By signing this document, the Student acknowledges they have received a copy of this Agreement and the Kenzie catalog.

This contract was last updated November 2018.

KENZIE

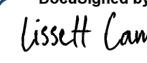
Kenzie Academy, Inc.
a Delaware corporation

DocuSigned by:
By: 
Name: Chok Ooi
7BC8388EDDB184A3...

Title: CEO
Date: 12/4/2018 2:08:00 PM PST

Address: 47 South Meridian Street, Suite 302, Indianapolis, IN 46204

STUDENT

DocuSigned by:
By: 
Name: Lissett Camargo
EC2D4CDBE4B34C1...

Date: 12/4/2018 1:39:51 PM PST
Address: 4441 s marshfield ave

Appendix A

Kenzie Academy Refund Policy

The postsecondary proprietary educational institution shall pay a refund to the student in the amount calculated under the refund policy specified below or as otherwise approved by the Office for Career and Technical Schools (OCTS). The institution must make the proper refund no later than thirty-one (31) days of the student's request for cancellation or withdrawal.

If a postsecondary proprietary educational institution utilizes a refund policy of their recognized national accrediting agency or the United States Department of Education (USDOE) Title IV refund policy, the postsecondary proprietary educational institution must provide written verification in the form of a final refund calculation, upon the request of OCTS, that its refund policy is more favorable to the student than that of OCTS.

The following refund policy applies to each postsecondary proprietary educational institution as follows:

- 1) A student is entitled to a full refund if one (1) or more of the following criteria are met:**
 - a) The student cancels the enrollment agreement or enrollment application within six (6) business days after signing.**
 - b) The student does not meet the postsecondary proprietary educational institution's minimum admission requirements.**
 - c) If the student has not visited the postsecondary educational institution prior to enrollment, and, upon touring the institution or attending the regularly scheduled orientation/classes, the student withdrew from the program within three (3) days.**
- 2) A student withdrawing from an instructional program, after starting the instructional program and attending one (1) week or less, is entitled to a refund of ninety percent (90%) of the cost**

of the financial obligation, less an application/enrollment fee of ten percent (10%) of the total tuition, not to exceed one hundred dollars (\$100)

- 3) A student withdrawing from an instructional program, after attending more than one (1) week but equal to or less than twenty-five percent (25%) of the duration of the instructional program, is entitled to a refund of seventy-five percent (75%) of the cost of the financial obligation, less an application/enrollment fee of ten percent (10%) of the total tuition, not to exceed one hundred dollars (\$100).
- 4) A student withdrawing from an instructional program, after attending more than twenty-five percent (25%) but equal to or less than fifty percent (50%) of the duration of the instructional program, is entitled to a refund of fifty percent (50%) of the cost of the financial obligation, less an application/enrollment fee of ten percent (10%) of the total tuition, not to exceed one hundred dollars (\$100).
- 5) A student withdrawing from an instructional program, after attending more than fifty percent (50%) but equal to or less than sixty percent (60%) of the duration of the instructional program, is entitled to a refund of forty percent (40%) of the cost of the financial obligation, less an application/enrollment fee of ten percent (10%) of the total tuition, not to exceed one hundred dollars (\$100).
- 6) A student withdrawing from an institutional program, after attending more than sixty percent (60%) of the duration of the instructional program, is not entitled to a refund.

Student Protection Fund

IC 22-4.1-21-15 and IC 22-4.1-21-18 requires each educational institution accredited by the Office for Career and Technical Schools to submit an institutional surety bond and contribute to the Career College Student Assurance Fund which will be used to pay off debt incurred due to the closing of a school, discontinuance of a program, or loss of accreditation by an institution. To file a claim, each student must submit a completed "Student Complaint Form." This form can be found on OCTS's website at <http://www.in.gov/dwd/2731.htm>.

Appendix B

Kenzie Academy Student Solicitation Policy

Kenzie Academy will not participate in any prohibited forms of student solicitation. Specifically, Kenzie Academy agrees not to make any claims concerning the training, instruction, course content, facilities, instructor qualifications or placement that is not truthful or based on actual services rendered.